Disclaimer: This document is in **DRAFT** form and has been provided to you as a guide only. It does not constitute legal advice. Tenants Queensland disclaims all liability with respect to information contained in this document. You will need to amend the document to suit your circumstances, as appropriate. **Please ensure you delete this disclaimer before forwarding to your agent or lessor**

[tenant/s name/s]

[tenant/s postal address]

[other contact details- phone, email etc.]

[Date]

[agent/lessor name]

[address line 1]

[address line 2]

Via email: [email address] (remove if not sending via email)

Dear [name of agent/lessor]

**RE: Damage caused by domestic violence**

[I/We] rent/rented the premises situated at [address] (‘the Premises’) from [date] to [date].

I am writing to inform you that on [date/s] damage was caused to the premises [include itemised details of damage e.g.

* front door lock
* front door hole
* screen door tear]

This damage was caused by domestic violence experienced by me at the premises. [Include any details such as a QPS Report number, and/or name of the person who caused the damage if you are comfortable about doing this. Add further details e.g. if there is a Domestic Violence Order restricting the perpetrator from going near the premises].

I refer you to the new domestic and family violence provisions of the *Residential Tenancies and Rooming Accommodation Act 2008* (‘the Act’) which came into force on 20 October 2021.

Section 188(5) of the Act provides that a tenant is not responsible for repairs or compensation to the lessor for damage to the premises or its inclusions caused by an act of domestic violence experienced by the tenant.

It is regrettable that damage caused to the premises, however as the person who has experienced violence, I am not responsible for this damage.

I am reminding you of your obligation under section 308I of the Act to maintain confidentiality and the importance of **not** disclosing evidence of domestic violence to any other person, including prospective agents. I trust that you will preserve my confidentiality as my safety [if relevant, and that of my children] is of utmost importance.

Yours faithfully,

[tenant to sign]

[tenant name]